BTEC Assignment Brief

Qualification	Pearson BTEC Level 3 International Subsidiary Diploma in Business Pearson BTEC Level 3 International Foundation Diploma in Business Pearson BTEC Level 3 International Diploma in Business Pearson BTEC Level 3 International Extended Diploma in Business
Unit number and title	**Unit 42: Aspects of UK Civil Liability affecting Business**
Learning aims	**C:** Explore the responsibilities that a business has for the products and services it provides.
Assignment title	Contracts and consumer protection
Assessor	
Issue date	
Hand in deadline	

Vocational Scenario or Context	You are working in a local Solicitor's firm as a trainee legal executive. You are still in the civil litigation department, but are now in the team dealing with contracts and consumer protection laws. The managing director of a client, a large company, Blocks, Box and Sales, has again had to visit the Solicitors, to seek advice on several incidents which might result in potential claims against his company. He has also sought your advice on claims he and his family might have against another business. Your supervisor has asked you to research the UK law to look at the responsibilities that a business has for contract and the supply of goods and services in the context of these case scenarios. 1. Peter, the managing Director of *Blocks, Box and Sales*, knew that Jane, his secretary, wanted to buy a second-hand dishwasher. As Peter knew there was an unwanted year old dishwasher standing unused in the store room, he rang Jane, and told her he would sell the dishwasher for £120. Jane said that she would pay £120 if he delivered it to her house. Peter said that he would think about it. When she had heard nothing further after two days, Jane rang Peter and said she would pay £120 and collect the dishwasher herself. By that time, Peter had already sold the dishwasher to someone else. Would the position be different if the dishwasher was owned by Peter personally, instead of belonging to *Blocks, Box and Sales*? 2. Peter, also knew that one employee, Lianne, was having difficulty finding suitable child care during a school holiday, so he persuaded his wife Mary, to offer to look after Lianne's child during the holiday week. At the end of the week, Lianne told Mary that she would give her £100 as she was so grateful. Mary and Peter were very upset when Lianne later refused to give Mary any money.

	3. Molly bought a new camera and iron from *Blocks, Box and Sales*, where she worked, for her own private use. When she removed the camera from its packaging, she saw that a corner of the screen was scratched. When the camera was used, the scratch mark was visible and annoying. After two months, Molly discovered that, it had become impossible to adjust the focus suitably. When using the iron for the first time, she was badly scalded as steam escaped from the top not the bottom of the iron and burnt her hand. She was using the iron in accordance with the instructions 4. Mr. Tree has agreed a price of £2000 for *Blocks, Box and Sales* to lay a new drive for him. This price is to include the materials and the labour for the job. Mr. Tree explains that the work needs to be complete by the date of his daughter's wedding, which is to take place in two months, as the reception is to be held in a marquee in his garden. The foreman at *Blocks, Box and Sales* agrees this date can be met. The materials are delivered and work starts, but then the workmen go off to another job and leave the drive unfinished. Desperate to get the work complete for the wedding in a week's time, Mr. Tree has to pay another builder £2000 just for his labour. 5. Peter has recently purchased a second- hand car for his daughter Caitlyn, from *Pink Motors.* The car was described as in excellent condition for a two- year- old car and as having done 20,000 miles. In a rush to purchase it, Peter did not read the standard contract Pink Motors gave him, which said: 'cars can only be returned within 7 days of purchase for a refund and this contractual term cannot be excluded in any circumstances'. Eight days after purchase, Caitlyn had a minor bump in the car and took it to another garage to have the paintwork, damaged in the accident, touched up. This garage informed her that the car had serious problems and was a danger to drive. Pink Motors refused to take the car back or to give Peter a refund. 6. Peter's wife Mary had booked her car for a service and MOT at *Pink Motors* having seen an advertisement offering these for £60. When she went to collect her car, she was told that the car had been serviced, no major work had been necessary for it to pass the MOT, and the total cost was £260.

Task	You are required to use the **case scenarios** provided to prepare a report suitable to advise Peter (and his family) and *Blocks, Box and Sales* on the responsibilities that a business has for the products and services it provides. The application of the UK law to these case scenarios must include relevant decided cases and statutes to support the advice given, and demonstrate a considered and comprehensive understanding of all areas of UK law covered.

	Report The report must be suitable to provide advice to Peter and *Blocks, Box and Sales* on their position in the various case scenario contracts. The report must contain: ● an evaluation of the effectiveness of the UK law in protecting consumers from faulty products and disputes relating to contract formation, and sale and supply of goods. You must support your evaluation by applying appropriate legal precedent and recent statutes to justify your arguments and your conclusion. ● an analysis of the impact of UK consumer law on the business, explaining how the law imposes contractual responsibility, both by case law and by statute, for liability in contract, and sale and supply of goods. ● an explanation that applies appropriate and relevant legal principles to the case scenarios to decide if there are claims, and if so any appropriate remedies. ● an explanation of how the key areas of consumer law can contribute to the effective production of goods and services. ● a discussion on how advisory bodies can assist the consumers with complaints arising from these scenarios, relating to contracts, products or services supplied by a business. The report will be professional, business-like and suitable for presentation by a lawyer/adviser to clients.
Checklist of evidence required	An evaluative report

Criteria covered by this task:	
Unit/Criteria reference	To achieve the criteria, you must show that you are able to:
25/C.D3	Evaluate the effectiveness of the law in protecting consumers from faulty products and disputes relating to contract formation and sale and supply of goods, applying appropriate legal precedents and recent statutes to justify a conclusion.
25/C.M3	Analyse the impact of consumer law on businesses applying relevant case and statute law.
25/C.M4	Discuss how advisory bodies can assist consumers with their complaints relating to contracts, products or services supplied by a business.
25/C.P5	Present client advice, explaining how the law imposes contractual responsibility, both by case law and by statute, using case scenarios.
25/C.P6	Explain how the key areas of consumer law can contribute to the effective production of goods and services.

Sources of information to support you with this Assignment	**Websites** www.e-resources.co.uk This site provides resources for studying law. It only contains the law relating to England and Wales. www.tutor2u.net/law This site provides resources and revision materials. There are also

	links to other sources of information. **Books** Elliott C and Quinn F, 2015, *Contract Law,* Pearson Education Ltd. ISBN 9781292064543
Other assessment materials attached to this Assignment Brief	● None